

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

MOONSCOOP SAS,)	CASE NO. 1:09CV1885
)	
Plaintiff,)	JUDGE JAMES S. GWIN
)	
v.)	
)	
AMERICAN GREETINGS CORPORATION,)	
)	<u>FINAL JUDGMENT</u>
Defendant/Third Party Plaintiff,)	
)	
v.)	
)	
COOKIE JAR ENTERTAINMENT, INC.,)	
)	
Third-Party Defendant/)	
Counterclaimant/)	
Crossclaimant.)	

This cause came to be heard on Plaintiffs MoonScoop SAS and Mike Young Productions, LLC (collectively, “Plaintiffs”) and Defendants American Greetings Corporation and Those Characters From Cleveland, Inc.’s (collectively, “Defendants”) Request for Entry of Final Judgment Pursuant to Fed. R. Civ. P. 58(d). Upon consideration of the same, the Court hereby finds as follows:

1. On April 27, 2010 the Court issued its Opinion & Order (ECF # 124) resolving Plaintiffs and Defendants’ cross-Motions for Summary Judgment, as well as Plaintiffs’ Motion for Summary Judgment against Third Party Defendants Cookie Jar Entertainment, Inc. and Cookie Jar Entertainment (USA), Inc. (collectively, “Cookie Jar”).

2. In its April 27 Opinion & Order, the Court determined, *inter alia*, that “the MoonScoop Term Sheet and the WMH Production Agreement require American Greetings to

defend and indemnify MoonScoop against Cookie Jar's cross-claims," but left open the question of an appropriate award of damages on this claim. In its April 27 Opinion and Order, the Court also granted Defendants' Motion for Summary Judgment and denied Plaintiffs' Motion for Summary Judgment on all of Plaintiffs' other claims.

3. Accordingly, aside from the determination of damages on Plaintiffs' indemnity claim against Defendants, all other claims between (1) Plaintiffs and Defendants, and (2) Plaintiffs and Cookie Jar, were finally resolved in the Court's April 27 Opinion & Order.

4. On May 10, 2010, Defendants and Cookie Jar filed a Stipulated Motion to Dismiss All Third Party Claims and All Third Party Counterclaims and/or Cross-Claims Without Prejudice Pursuant to Civil Rule 41(a)(2) (the "Motion to Dismiss"), whereby Defendants and Cookie Jar "stipulate[d] to the dismissal, to the extent any are pending, of all third-party claims filed by AG, and all third-party counterclaims and third party cross-claims filed by Cookie Jar, without prejudice."

5. On May 19, 2010, the Court granted Defendants and Cookie Jar's Stipulated Motion to Dismiss. Accordingly, the sole remaining claim requiring adjudication in this action is a determination of the amount of damages to be awarded Plaintiffs on their claim for indemnification against Defendants.

NOW THEREFORE, consistent with the foregoing findings of this Court, and in accordance with the stipulation entered into between Plaintiffs and Defendants and approved by this Court, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that on Plaintiffs' claim for indemnification against Defendants, judgment shall be and hereby is rendered in favor of Plaintiff MoonScoop SAS and against Defendant American Greetings Corporation in the amount of ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED NINE

DOLLARS AND 34/100 (\$161,309.34), comprising Plaintiffs' reasonable attorneys' fees (\$122,135.74) and costs (\$39,173.60) incurred by Plaintiffs in connection with the defense of Cookie Jar's cross-claims.

IT IS SO ORDERED.

Dated this 19th day of May, 2010.

s/ James S. Gwin

UNITED STATES DISTRICT JUDGE